

AIRPRO DIAGNOSTICS, LLC
v.
DREW TECHNOLOGIES, INC., et al.

EXHIBIT J

TO COMPLAINT AND JURY DEMAND



October 21, 2021

Via Email and FedEx

AirPro Diagnostics

Attn: Lonnie Margol

RE: Termination of AutoEnginuity Giotto License

Dear Mr. Margol,

Opus IVS, through its affiliated company AutoEnginuity, supplies and licenses the AutoEnginuity Giotto products and software to AirPro Diagnostics. Opus IVS learned in 2020 that Ford Motor Company had filed a lawsuit against AirPro Diagnostics claiming that AirPro's practices violated Ford's copyrights and that AirPro was misrepresenting that AirPro's customers were receiving a Ford OEM scan through the use of the AutoEnginuity scan tools by AirPro and its customers.

We notified AirPro Diagnostics in a letter dated March 11, 2020, about our concerns with AirPro's use of the AutoEnginuity Giotto products and software. Specifically, Opus IVS expressed concerns that AirPro (a) was using an individual scantool for multiple users and (b) was falsely representing to its customers and potential customers that: (i) a scan performed using an AutoEnginuity tool or product is originating from "OEM Scantool Software"; and (ii) that a scan performed using AutoEnginuity Giotto is "an OE Scan or equivalent to an OE scan." As we stated previously, while the AutoEnginuity tools and products are among the best in the industry with comprehensive coverage, we are careful to **not** represent that they will achieve the same results as an OE scan performed using IDS, FDRS, or FJDS, and we require our licensees to do the same. Although AirPro has denied receipt of the original letter, it certainly has been made aware of it through discovery and depositions in the Ford lawsuit. AirPro has explicitly stated it disagrees with the Opus IVS position set forth in the original letter and has reaffirmed that disagreement several times recently.

Despite the warnings we raised in our March 11, 2020 letter and in subsequent conversations, AirPro continued to make false and misleading public statements regarding the AutoEnginuity tools and products, and AirPro's use of the software continues to willfully violate the terms of its license. In 2021, Opus IVS was contacted by Ford directly and asked to provide a response to AirPro's statements concerning AirPro's use of the AutoEnginuity Giotto products. Opus IVS made it clear to Ford that Opus IVS disagreed with AirPro's claim on what constitutes "OEM Software" and that Opus IVS does not make statements or representations that the AutoEnginuity tools are OEM tools. We also became aware that AirPro (a) was using single user scantool licenses for multiple users and (b) was allowing its customers to perform "self-directed scans" in violation of the license agreement. AirPro readily admits that it allows its customers to perform free self-scans using the AutoEnginuity products to compete against the Opus IVS Quickscan and therefore causes Opus IVS irreparable harm.

The AutoEnginuity End User License Agreement specifically provides, among other things, that (a) "Each individual license for the Software provides a license for one copy of the Software that may be installed on only one computer or PC at a time and used by a single user (i.e., multiple users are not allowed to concurrently use a copy installed on a single computer)," (b) "if you have two concurrent users using the Software, then you must purchase two Software licenses," (c) "Each licensed copy of the Software may



be used solely to provide diagnostic services on vehicles located under the same roof (and within 500 feet) of the computer on which the Software is installed,” and (d) that AirPro “may not, nor may you permit any third party to: ... (v) make statements that diagnostic services performed using Software are equivalent to the OE diagnostic system; or (vi) use the Software on any computer that is not under the same rooftop (and within 500 ft.) as the vehicle the Software is being connected to for diagnostics.” The license does not allow the licensee to transfer or assign the license to its customers to perform “self-directed scans.” AirPro’s statements that it utilizes OEM software and only uses OEM licensed software when in fact it performs 96% of its scans using the AutoEnginuity Giotto products are highly misleading to the marketplace and AirPro’s customers.

In our letter to you dated August 25, 2021, we again notified AirPro that its statements about the AutoEnginuity tools were misleading and that its use (and that of its customers) of the licensed Giotto products and software were in violation of its license. We stressed that AirPro’s practice of allowing multiple, concurrent users of the software and allowing its customers to perform “self-directed scans” was a direct violation of the license. Finally, we reminded you that AirPro’s misleading statements and continued use of the AutoEnginuity Giotto products potentially subjects Opus IVS to claims from third parties.

You emailed me on September 2, 2021 and stated that AirPro would slightly modify the description of its services on its website and was willing to discuss “a mutually beneficial solution with respect to any tools used for “self-directed and assisted scans.”” As I stated in my response on October 4, AirPro’s proposal is clearly insufficient. It does not resolve the risks that have been created by AirPro’s use of the Giotto Scans and its advertising and does not bring AirPro into compliance with the license agreement. AirPro’s proposed changes still falsely represent the AutoEnginuity Giotto products and violate their intended and permitted uses. We have not received any other proposal or communication from your side and cannot allow this situation to continue any longer.

Effective as of October 25, 2021, we are terminating AirPro’s license and use of all AutoEnginuity Giotto products. We also demand that AirPro delete or remove any statements about AirPro’s use of AutoEnginuity products and services.

We regret that this situation could not be avoided. If you have any questions about this termination notice, please contact Opus IVS’ legal counsel:

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Opus IVS, Inc.

A handwritten signature in black ink, appearing to read "Brian Herron".

Brian Herron